

**EXHIBIT G**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
GALLERIA 2425 OWNER, LLC,	)	Chapter 11
Debtor.	)	Case No. 23-34815
	)	

**NOTICE OF DEPOSITION OF AND SUBPOENA DUCES TECUM TO THE DEBTOR**

PLEASE TAKE NOTICE that Christopher R. Murray, the chapter 11 trustee in the above-captioned case (the “Trustee”) intends to take the deposition (the “Deposition”) upon oral examination of Galleria 2425 Owner, LLC (the “Deponent”) pursuant to Fed. R. Civ. P. 30(b)(6) in connection with the confirmation of the Chapter 11 Plan of Liquidation of the Debtor by National Bank of Kuwait S.A.K.P., New York Branch [Dkt No. 194] and any other contested matter pending in the above-captioned case on **June 12, 2024, at 10:00 a.m.**, or other such time and location agreed upon by the parties, and shall continue day to day, excluding weekends and holidays unless otherwise agreed to by the parties, until completed. The Deposition will be conducted at the offices of Jones & Murray LLP, 602 Sawyer Street, Suite 400, Houston, Texas 77007. The Deponent is requested to designate the person or persons most knowledgeable and prepared to testify on behalf of the Deponent concerning the subject matter described in Attachment A hereto.

PLEASE TAKE FURTHER NOTICE that the Deposition will be recorded by stenographic means. The stenographic recording will be taken before Veritext, 4295 San Felipe Street, Suite 125, Houston, TX 77027, or another court reporting service through a person authorized to administer oaths pursuant to Rule 28(a) of the Federal Rules of Civil Procedure.

PLEASE TAKE FURTHER NOTICE that, in connection with the Deposition, the Trustee will serve a subpoena duces tecum designating the documents indicated in Attachment B hereto for production prior to the Deposition.

PLEASE TAKE FURTHER NOTICE that the witness should have a government-issued identification to provide to the court reporter/notary to confirm his identity at the commencement of the deposition and before being sworn.

Dated: May 21, 2024

Respectfully submitted,

SHANNON & LEE LLP

/s/R. J. Shannon

Kyung S. Lee (TBA No. 12128400)

R. J. Shannon (TBA No. 24108062)

2100 Travis Street, STE 1525

Houston, TX 77002

Telephone: (713) 714-5770

Email: klee@shannonleellp.com

rshannon@shannonleellp.com

*Counsel to the Chapter 11 Trustee*

**CERTIFICATE OF SERVICE**

The undersigned certifies that on May 21, 2024, a true and correct copy of the foregoing document was served via (a) U.S.P.S. first class mail on the parties indicated in the attached service list and (b) U.S.P.S. first class mail and email on the following parties:

Stephen W Sather  
BARRON & NEWBURGER, P.C.  
7320 N. MoPac Expwy., Suite 400  
Austin, TX 78731  
ssather@bn-lawyers.com

Andrew M. Troop  
PILLSBURY WINTHROP SHALL PITTMAN LLP  
31 West 52nd Street  
New York, NY 10019-6131  
andrew.troop@pillsburylaw.com

Reese W. Baker  
BAKER & ASSOCIATES  
950 Echo Lane, Suite 300  
Houston, Texas 77024  
reese.baker@bakerassociates.net

Ali Choudhri  
2425 West Loop South 11th Floor  
Houston, TX 77027  
ali@jetallcapital.com

R. J. Shannon

R. J. Shannon

Label Matrix for local noticing 0541-4 Case 23-34815 Southern District of Texas Houston Tue May 21 12:20:59 CDT 2024	2425 WL, LLC 2425 West Loop South 11th floor Houston, TX 77027-4304	CC2 TX, LLC c/o Howard Marc Spector Spector & Cox, PLLC 12770 Coit Road Suite 850 Dallas, TX 75251-1364
City of Houston Linebarger Goggan Blair & Sampson LLP c/o Tara L. Grundemeier PO Box 3064 Houston, TX 77253-3064	Galleria 2425 Owner, LLC 1001 West Loop South 700 Houston, TX 77027-9084	(p)HARRIS COUNTY ATTORNEY'S OFFICE P O BOX 2928 HOUSTON TX 77252-2928
Hayward PLLC c/o Melissa Hayward 10501 N. Central Expy., Ste. 106 Dallas, TX 75231-2203	Houston Community College System Linebarger Goggan Blair & Sampson LLP c/o Tara L. Grundemeier PO Box 3064 Houston, TX 77253-3064	Houston ISD Linebarger Goggan Blair & Sampson LLP c/o Tara L. Grundemeier PO Box 3064 Houston, TX 77253-3064
National Bank of Kuwait, S.A.K.P., New York	4 United States Bankruptcy Court PO Box 61010 Houston, TX 77208-1010	2425 WL, LLC 13498 Pond Springs Rd. Austin, TX 78729-4422
2425 West Loop, LLC 2000 Hughes Landing Blvd., Suite 815 The Woodlands, Texas 77380-4142	ADT PO Box 382109 Pittsburgh, PA 15251-8109	Ali Choudhry 1001 West Loop South 700 Houston, TX 77027-9084
Arin-Air, Inc. 5710 Brittmoore Rd. #13 Houston, TX 77041-5627	Ash Automated Control Systems, LLC PO Box 1113 Fulshear, TX 77441-2013	CC2 TX, LLC 14800 Landmark Blvd., Suite 400 Dallas, TX 75254-7598
CFI Mechanical, Inc 6109 Brittmoore Rd Houston, TX 77041-5610	CNA Insurance Co PO Box 74007619 Chicago, IL 60674-7619	Caz Creek Lending 118 Vintage Park Blvd No. W Houston, TX 77070-4095
Cirro Electric PO Box 60004 Dallas, TX 75266	City of Houston PO Box 1560 Houston, TX 77251-1560	City of Houston c/o Tara L. Grundemeier Linebarger Goggan Blair & Sampson LLP PO Box 3064 Houston, TX 77253-3064
Comcast PO Box 60533 City of Industry, CA 91716-0533	Datawatch Systems 4520 East West Highway 200 Bethesda, MD 20814-3382	Environmental Coalition Inc PO Box 1568 Stafford, TX 77497-1568
Ferguson Facilities Supplies PO Box 200184 San Antonio, TX 78220-0184	Firetron PO Box 1604 Stafford, TX 77497-1604	(p)FIRST INSURANCE FUNDING 450 SKOKIE BLVD SUITE 1000 NORTHBROOK IL 60062-7917

Gulfstream Legal Group  
1300 Texas St  
Houston, TX 77002-3509

H.N.B. Construction, LLC  
c/o Malcolm D. Dishongh  
PO Box 2347  
Humble, TX 77347-2347

HNB Construction, LLC  
521 Woodhaven  
Ingleside, TX 78362-4678

Hayward PLLC  
c/o Melissa S. Hayward  
10501 N. Central Expy., Ste. 106  
Dallas, TX 75231-2203

Houston Community College System  
c/o Tara L. Grundemeier  
Linebarger Goggan Blair & Sampson LLP  
PO Box 3064  
Houston, TX 77253-3064

Houston ISD  
c/o Tara L. Grundemeier  
Linebarger Goggan Blair & Sampson LLP  
PO Box 3064  
Houston, TX 77253-3064

Jetall Companies, Inc  
1001 West Loop South Ste 700  
Houston, TX 77027-9033

Kings 111 Emergency Communications  
751 Canyon Drive, Suite 100  
Coppell, TX 75019-3857

Lexitas  
PO Box Box 734298 Dept 2012  
Dallas, TX 75373-4298

Lloyd E. Kelley  
2726 Bissonnet Suite 240  
Houston, TX 77005-1352

Logix Fiber Networks  
PO Box 734120  
Dallas, TX 75373-4120

MacGeorge Law Firm  
2921 E 17th St Bldg D Suite 6  
Austin, TX 78702-1572

Mueller Water Treatment  
1500 Sherwood Forest Dr.  
Houston, TX 77043-3899

Naissance Galleria, LLC  
c/o Law Office of Nima Taherian  
701 N. Post Oak Rd. Ste 216  
Houston, TX 77024-3868

National Bank of Kuwait  
299 Park Ave. 17th Floor  
New York, NY 10171-0023

Nationwide Security  
2425 W Loop S 300  
Houston, TX 77027-4205

Nichamoff Law Firm  
2444 Times Blvd 270  
Houston, TX 77005-3253

Rodney L. Drinnon  
2000 West Loop S, Ste. 1850,  
Houston, Texas 77027-3744

TKE  
3100 Interstate North Cir SE 500  
Atlanta, GA 30339-2296

U.S. Trustee's Office  
515 Rusk, Suite 3516  
Houston, Texas 77002-2604

US Retailers LLC d/b/a Cirro Energy  
Attention: Bankruptcy Department  
PO Box 3606  
Houston, TX 77253-3606

US Trustee  
Office of the US Trustee  
515 Rusk Ave  
Ste 3516  
Houston, TX 77002-2604

Waste Management  
PO Box 660345  
Dallas, TX 75266-0345

Zindler Cleaning Service Co  
2450 Fondren 113  
Houston, TX 77063-2314

Ali Choudhri  
24256 West Loop South  
11th Floor  
Houston, TX 77027

Christopher R Murray  
Jones Murray LLP  
602 Sawyer St  
Ste 400  
Houston, TX 77007-7510

James Q. Pope  
The Pope Law Firm  
6161 Savoy Drive  
Ste 1125  
Houston, TX 77036-3343

Reese W Baker  
Baker & Associates  
950 Echo Lane  
Suite 300  
Houston, TX 77024-2824

Rodney Drinnon  
McCathern Houston  
2000 W Loop S  
Ste. 1850  
Houston, TX 77027-3744

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Harris County, ATTN: Property Tax Division  
Harris County Attorney's Office  
P.O. Box 2928  
Houston, TX 77252-2928 United States

First Insurance Funding  
450 Skokie Blvd  
Northbrook, IL 60062

(d)Harris County Tax Assessor  
PO Box 4622  
Houston, TX 77210

(d)Harris County, et al  
PO Box 2928  
Houston, TX 77252

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)2425 West Loop, LLC

(u)Sonder USA Inc.

(d)Arin-Air, LLC  
5710 Brittmoore Rd. #13  
Houston, TX 77041-5627

(du)Sonder USA Inc.

(u)Jack Rose

End of Label Matrix	
Mailable recipients	58
Bypassed recipients	5
Total	63

**ATTACHMENT A**

**DEPOSITION TOPICS**

Pursuant to Fed. R. Civ. P. 30(b)(6), Christopher R. Murray (the “Trustee”), the chapter 11 Trustee in the above-captioned case, will conduct a deposition of Galleria 2425 Owner, LLC on the following topics (the “Topics”) indicated below.

**Definitions**

The following definitions of terms apply to the Topics. Unless otherwise defined herein, all words and phrases used herein shall be accorded their usual meanings and shall be interpreted in their common, ordinary sense.

1. “2425 WL” means 2425 WL, LLC, along with its agents, employees, attorneys, representatives, affiliates, consultations, and all other persons acting or purporting to act on its behalf.
2. “2425 WL DOT” means the ‘Deed of Trust’ between the Debtor and 2425 WL filed in the real property records of Harris County on May 11, 2021.
3. “2425 WL Note” means the notice indicated in the 2425 WL DOT.
4. “Affiliate” has the meaning set forth in 11 U.S.C. § 101(2).
5. The terms “Communication” or “Communications” means the statement or transmission of facts, information, advice, counsel, and/or inquiry from one person to another, whether orally, in writing, by acts or actions, by signs, by appearances, electronically, telephonically, or otherwise.
6. “Choudhri” means the individual commonly referred to as Ali Choudhri who asserts to be in control of the Debtor and has appeared in his individual capacity in the Current

Chapter 11 Case and his agents, employees, attorneys, representatives, consultants, and all other persons acting or purporting to act on his behalf.

7. “Current Chapter 11 Case” means Case No. 23-24815 before the United States Bankruptcy Court for the Southern District of Texas.

8. “Confidential Settlement Agreement” the Document titled ‘Confidential Settlement Agreement’ dated August 22, 2022, and signed by (a) Marwan Isbaih on behalf of NBK, (b) Choudhri on behalf of the Debtor, (c) Choudhri on behalf of Naissance Galleria, LLC., and (d) Choudhri in his individual capacity.

9. “Debtor,” “You,” “Your”, or Yours” means Galleria 2425 Owner, LLC, along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

10. “Document” shall be given the broadest possible interpretation consistent with the applicable rules of procedure, including but not limited to, the original or a copy of any graphic material of any kind or nature whatsoever, including electronically stored information, however produced or reproduced, any writing, drawing, graph, chart, photograph, telephone record, tape recording, video tape, or other data compilation in which information can be reproduced or obtained, including computer tapes, disks, storage devices, or print-outs, which are in your possession, custody, control, or known by you to exist, including, without limiting the generality of the foregoing, all drafts, contracts, diaries, calendars, desk pads, correspondence, communications, emails, memoranda, notes, studies, reports, lists, minutes, and entries in books of any account relating or referring in any way to the subject matter of these requests. The term “Document” shall also mean all copies of a documents by whatever means made, except where a



document is identified or produced, identical copies which do not contain any markings, additions, or deletions, different from the original document, need not be separately identified or produced.

11. “Jetall” means Jetall Companies, Inc. along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

12. “Jetall Lease” means the ‘Lease Agreement’ dated May 13, 2015, between 2425 West Loop, LP and Jetall and subsequent amendments thereto.

13. “Jetall Lease 2016 Amendment” means the ‘First Amendment to Lease Agreement,’ dated April 6, 2018, between 2425 WL and Jetall.

14. “Jetall Lease 2019 Amendment” means the ‘Second Amendment to Lease Agreement,’ dated February 1, 2019, between the Debtor and Jetall.

15. “Jetall Lease 2022 Amendment” means the ‘Third Amendment to Lease Agreement,’ dated August 1, 2022, between the Debtor and Jetall.

16. “Naissance Galleria” means Naissance Galleria, LLC along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

17. “NBK” means the National Bank of Kuwait, S.A.K.P., New York Branch, along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

18. “NBK Loan” means the Loan Agreement dated May 23, 2018, among the Debtor and NBK and any Documents effectuating the transaction pursuant thereto, including (a) the ‘Promissory Note’ dated May 23, 2018, issued by the Debtor to NBK; (b) the ‘Deed of Trust, Assignment of Rents and Profits, Security Agreement, and Fixture Filing’ dated May 23, 2018,

among the Debtor and NBK; and (c) the ‘Absolute Assignment of Leases and Rents’ dated May 23, 2018, between the Debtor and NBK.

19. “Person” has the meaning set forth in 11 U.S.C. § 101(41).

20. “Real Property” means the real property located at 2425 West Loop South, Houston, TX, 77027, including the building and all other improvements thereon.

21. “Settlement Statement” means the document titled ‘Settlement Statement’ reflecting the transaction in which the Debtor acquired the Real Property.

22. “Trustee” means Christopher R. Murray

23. The terms “and” and “or” shall be interpreted in every instance as meaning “and/or” and shall not, in either instance, be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request herein.

### **Topics**

1. Your current and historic ownership, organizational, and management structure.

2. The facts and circumstances surrounding Your acquisition of the Real Property from 2425 WL, including any financing related thereto.

3. The facts and circumstances surrounding the 2425 WL DOT, including its (a) creation, (b) execution, and (c) filing.

4. The facts and circumstances surrounding the 2425 WL Note, including its (a) creation, (b) execution, and (c) any consideration provided.

5. The Jetall Lease 2018 Amendment, Jetall Lease 2019 Amendment, and Jetall Lease 2022 Amendment, including any disclosure or approval thereof.

6. Facts and circumstances surrounding Your allegation that NBK breached the Confidential Settlement Agreement.

7. Your efforts to market the Real Property for sale since August 22, 2022, and the results of any such marketing process.

8. The facts and circumstances surrounding any offers or indications of interest to purchase the Real Property or NBK's position from August 22, 2022, to the present, including (a) the entities involved, (b) their relationship to the Debtor or Choudhri, and (c) any Documents reflecting such offers or indications of interest.

9. Your negotiations with Paul Caldwell regarding any potential acquisition of the Real Property.

10. The facts and circumstances surrounding Your allegations that Azeemah Zaheer assigned control over Naissance Galleria, including (a) any Documents or Communications reflecting or evidencing such assignment and (b) the execution of any such Documents.

11. Any Document produced by or requested from You in advance of the Deposition.

## **EXHIBIT B**

### **DOCUMENT PRODUCTION**

Christopher R. Murray (the “Trustee”) requests the production of documents (the “Document Requests”) as set forth herein.

### **Definitions**

The following definitions of terms apply to these Document Requests. Unless otherwise defined herein, all words and phrases used herein shall be accorded their usual meanings and shall be interpreted in their common, ordinary sense.

1. “2425 WL” means 2425 WL LLC, along with its agents, employees, attorneys, representatives, affiliates, consultations, and all other persons acting or purporting to act on its behalf.
2. “2425 WL DOT” means the ‘Deed of Trust’ between the Debtor and 2425 WL filed in the real property records of Harris County on May 11, 2021.
3. “2425 WL Note” means the notice indicated in the 2425 WL DOT.
4. “Affiliate” has the meaning set forth in 11 U.S.C. § 101(2).
5. The terms “Communication” or “Communications” means the statement or transmission of facts, information, advice, counsel, and/or inquiry from one person to another, whether orally, in writing, by acts or actions, by signs, by appearances, electronically, telephonically, or otherwise.
6. “Choudhri” means the individual commonly referred to as Ali Choudhri who asserts to be in control of the Debtor and has appeared in his individual capacity in the Current Chapter 11 Case and his agents, employees, attorneys, representatives, consultants, and all other persons acting or purporting to act on his behalf.

7. “Current Chapter 11 Case” means Case No. 23-24815 before the United States Bankruptcy Court for the Southern District of Texas.

8. “Confidential Settlement Agreement” the Document titled ‘Confidential Settlement Agreement’ dated August 22, 2022, and signed by (a) Marwan Isbaih on behalf of NBK, (b) Choudhri on behalf of the Debtor, (c) Choudhri on behalf of Naissance Galleria, LLC., and (d) Choudhri in his individual capacity.

9. “Debtor,” “You,” “Your”, or “Yours” means Galleria 2425 Owner, LLC, along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

10. “Document” shall be given the broadest possible interpretation consistent with the applicable rules of procedure, including but not limited to, the original or a copy of any graphic material of any kind or nature whatsoever, including electronically stored information, however produced or reproduced, any writing, drawing, graph, chart, photograph, telephone record, tape recording, video tape, or other data compilation in which information can be reproduced or obtained, including computer tapes, disks, storage devices, or print-outs, which are in your possession, custody, control, or known by you to exist, including, without limiting the generality of the foregoing, all drafts, contracts, diaries, calendars, desk pads, correspondence, communications, emails, memoranda, notes, studies, reports, lists, minutes, and entries in books of any account relating or referring in any way to the subject matter of these requests. The term “Document” shall also mean all copies of a document by whatever means made, except where a document is identified or produced, identical copies which do not contain any markings, additions, or deletions, different from the original document, need not be separately identified or produced.

11. “Jetall” means Jetall Companies, Inc. along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

12. “Jetall Lease” means the ‘Lease Agreement’ dated May 13, 2015, between 2425 West Loop, LP and Jetall and subsequent amendments thereto.

13. “Jetall Lease 2016 Amendment” means the ‘First Amendment to Lease Agreement’ dated April 6, 2018, between 2425 WL and Jetall.

14. “Jetall Lease 2019 Amendment” means the ‘Second Amendment to Lease Agreement,’ dated February 1, 2019, between the Debtor and Jetall.

15. “Jetall Lease 2022 Amendment” means the ‘Third Amendment to Lease Agreement,’ dated August 1, 2022, between the Debtor and Jetall.

16. “Naissance Galleria” means Naissance Galleria, LLC along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

17. “NBK” means the National Bank of Kuwait, S.A.K.P., New York Branch, along with its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf

18. “NBK Loan” means the Loan Agreement dated May 23, 2018, among the Debtor and NBK and any Documents effectuating the transaction pursuant thereto, including (a) the ‘Promissory Note’ dated May 23, 2018, issued by the Debtor to NBK; (b) the ‘Deed of Trust, Assignment of Rents and Profits, Security Agreement, and Fixture Filing’ dated May 23, 2018, among the Debtor and NBK; and (c) the ‘Absolute Assignment of Leases and Rents’ dated May 23, 2018, between the Debtor and NBK.

19. “Person” has the meaning set forth in 11 U.S.C. § 101(41).

20. “Real Property” means the real property located at 2425 West Loop South, Houston, TX, 77027, including the building and all other improvements thereon.

21. “Settlement Statement” means the document titled Settlement Statement reflecting the transaction in which the Debtor acquired the Real Property.

22. “Trustee” means Christopher R. Murray

23. The terms “and” and “or” shall be interpreted in every instance as meaning “and/or” and shall not, in either instance, be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request herein.

### **Instructions**

1. The preceding Definitions apply to these Instructions and each of the succeeding Document Requests.

2. Documents covered by the Document Requests include all responsive Documents in Your possession, custody, or control.

3. Each Document Request shall be deemed to be continuing in nature. If at any time additional Documents responsive to the Document Requests come into Your possession, custody, or control or are brought to Your attention, prompt supplementation of Your response to these Document Requests is required.

4. If, in responding to the Document Requests, You believe there are ambiguities in a request or definition, the response shall set forth the matter deemed ambiguous and the construction used in responding.

5. You shall produce all Documents in the manner in which they are maintained in the ordinary course of your business, and/or You shall organize and label the Documents to correspond

with the categories in this request. A request for a Document shall be deemed to include a request for any and all file folders within which the Document was contained, transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document in addition to the Document itself.

6. Documents attached to each other should not be separated.

7. Except as provided in the following paragraph, the responsive material and documents should be produced in Native Format and converted into searchable Tagged Image File Format (TIFF), unless otherwise specified. All metadata associated with the responsive material and documents shall be maintained. For material documents that cannot be converted into TIFF, notify the requesting party of the intended form of production that is either reasonably usable or as it is ordinarily kept. All data responsive to the requests shall be provided in user-readable format (.txt or similar file types), or as otherwise agreed in supplemental writing by the parties. For any electronically stored information produced:

- a. *Searchable Database Files*: Provide document images and database load files that are in a standard format with the following minimum characteristics:
  - i. *Images*: Images will be delivered in multi-page TIFF images, scanned at 300 dpi or more. Each imaged page will be branded with a unique sequential number consisting of an alpha prefix and numeric digits (“Bates Number”);
  - ii. *Document Breaks*: Physical document boundaries will be captured during scanning and the load file will reflect those document boundaries. A document break will indicate where folders, redwells, binders, clips, rubber bands, staples, etc. originally appeared; and
- b. *OCR Data*: Document OCR will be performed. OCR will be provided on a document level.



c. *Document Index*: For each document production, you shall provide an index containing the following values for each document:

- i. Beginning Bates Number;
- ii. Ending Bates Number; and
- iii. The Document's custodian.

8. To the extent that You believe production according to the preceding paragraph is unduly burdensome, You shall (a) produce responsive material in a manner that provides substantially the same information as above and (b) advise the Trustee and his counsel of the manner of production and the particular requirements of the preceding paragraph You believe were unduly burdensome and with which You are not complying.

9. If any document within the scope of this request has been destroyed, that Document shall be identified including identification of (i) its author(s); (ii) intended or unintended recipient(s); (iii) addressee(s); (iv) intended or unintended recipients of bling copies; (v) date; and (vi) subject matter. The circumstances of such destruction shall be set forth, and any Documents relating to such destruction shall be produced.

10. In producing Documents and other materials, You are requested to furnish all Documents or things in Your possession, custody, or control, regardless of whether such Documents or materials are possessed by You directly.

11. If You object to any part of any request, You shall state fully the nature of the objection. Notwithstanding any objections, You shall nonetheless comply fully with the other parts of the request not objected to.

12. The Trustee reserves the right to request additional documents as needed and to submit additional or supplemental document requests, provided, further, that the Trustee expressly reserves his rights to supplement or amend the Document Requests.

**Document Requests**

1. All documents reflecting, describing, or evidencing Your corporate structure and management, including but not limited to any (a) company agreement, (b) the membership interests in the Debtor (c) management of the Debtor, and (d) basis for Choudhri to act on behalf of the Debtor.

2. Communications or Documents referencing, describing, or evidencing the preparation and drafting of the 2425 WL Note.

3. Communications and other Documents referencing, describing, or evidencing any consideration 2425 WL provided to the Debtor in exchange for the Note.

4. Communications and other Documents referencing, describing, or evidencing any indebtedness of the Debtor to 2425 WL prior to May 11, 2021.

5. Communications or Documents referencing, describing, or evidencing any indebtedness of the Debtor to 2425 WL on or after May 11, 2021.

6. Communications or Documents referencing, describing, or related to the 2425 WL DOT, including its execution.

7. Communications or Documents exchanged with Azeemah Zaheer, Naissance Capital Real Estate, LLC, or Galleria 2425 JV, LLC regarding the 2425 WL Note.

8. Communications or Documents referencing, describing, or evidencing the distribution of funds from the closing of your acquisition of the Real Property from 2425 WL.

9. The final version and any drafts of the Settlement Statement.

10. Communications or Documents referencing, describing, or evidencing the preparation of the Settlement Statement.

11. Communications or Documents referencing, describing, or evidencing the “Seller Credit” indicated on the Settlement Statement.

12. All Communications or Documents exchanged with NBK in connection with the sale of the Real Property on or before May 23, 2018.

13. All Communications or Documents exchanged with 2425 WL in connection with the Sale of the Real Property on or before May 23, 2018.

14. All communications or Documents exchanged with Jetall, the Debtor, or NBK regarding the Jetall Lease 2016 Amendment, the Jetall Lease 2019 Amendment, and/or Jetall Lease 2022 Amendment.

15. All Communications or Documents providing Choudhri authority to act on behalf of the Debtor.

16. All Communications or Documents providing Choudhri’s authority to act on behalf of Galleria 2425 JV, LLC.

17. All Communications or Documents reflecting an obligation of the Debtor to Jetall Capital, LLC.

18. All Communications or Documents reflecting an obligation of the Debtor to Ali Choudhri.